
Conditional Sale Agreement

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Dated as of December 1, 1975

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INTERSTATE COMMERCE COMMISSION

FROM

PULLMAN INCORPORATED

(Pullman Standard Division),

THRALL CAR MANUFACTURING COMPANY

AND

NORTH AMERICAN CAR CORPORATION,

as Vendors,

TO

EXCHANGE NATIONAL BANK OF CHICAGO,

as Owner Trustee under a Trust Agreement

dated as of the date hereof with

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

AND

REPUBLIC NATIONAL LEASING CORPORATION,

as Vendee

Conditional Sale Indebtedness Due January 1, 1994

THE RIGHTS OF THE VENDORS IN AND TO THE EQUIPMENT HEREUNDER, INCLUDING THEIR RIGHTS UNDER THIS CONDITIONAL SALE AGREEMENT, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS INDENTURE TRUSTEE, UNDER THE TRUST INDENTURE DATED AS OF DECEMBER 1, 1975 FROM EXCHANGE NATIONAL BANK OF CHICAGO, AS OWNER TRUSTEE, AS SAID TRUST INDENTURE MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME AS PERMITTED THEREBY, WHICH SECURITY INTEREST HAS BEEN CREATED BY AN AGREEMENT AND ASSIGNMENT DATED AS OF DECEMBER 1, 1975 FROM THE VENDORS TO SAID INDENTURE TRUSTEE, AS SAID AGREEMENT AND ASSIGNMENT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME AS PERMITTED THEREBY.

CONDITIONAL SALE AGREEMENT dated as of December 1, 1975 (herein, as amended and modified from time to time, called this "Agreement") among PULLMAN INCORPORATED (Pullman Standard Division), a Delaware corporation, THRALL CAR MANUFACTURING COMPANY, a Delaware corporation, NORTH AMERICAN CAR CORPORATION, a Delaware corporation (herein, together with their permitted successors and assigns, collectively called the "Builders" or severally the "Builder", or collectively or severally called the "Vendor" as the context may require, all as more particularly set forth in Article 1 hereof) and EXCHANGE NATIONAL BANK OF CHICAGO, acting as Owner Trustee (herein, together with its permitted successors and assigns, called, as so acting, the "Vendee") under a Trust Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Trust Agreement") with BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and REPUBLIC NATIONAL LEASING CORPORATION (hereinafter, together with their permitted successors and assigns, collectively called the "Beneficiaries").

WHEREAS the Builders have severally agreed to construct, sell and deliver to the Vendee, and the Vendee agrees to purchase, the units of railroad equipment (being new, standard-gauge covered hopper cars, bulkhead flat cars and tank cars) listed in Annex B hereto (hereinafter called the "Equipment");

WHEREAS the Vendee is entering into a Lease of Railroad Equipment dated as of the date hereof (herein, as amended and modified from time to time, called the "Lease") with NORTH AMERICAN CAR CORPORATION (hereinafter called, in its capacity as lessee under such lease, the "Lessee") concurrently with the execution and delivery of this Agreement;

WHEREAS AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (herein, together with its permitted successors and assigns, called the "Assignee") is acting as Indenture Trustee under a Trust Indenture dated as of the date hereof (herein, as amended and modified from time to time, called the "Trust Indenture") between the Assignee and the Vendee, for certain investors agreeing to make investments pursuant to the Participation Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Participation Agreement"), among the Assignee, the Vendee, the Beneficiaries, the Lessee and the parties named in Schedule I thereto and Schedule II thereto (said parties named in Schedule I hereinafter called the "Interim Lenders" and said parties named in Schedule II hereinafter called the "Long Term Lenders").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. *Assignment; Definitions.* The parties hereto contemplate that the Vendee will furnish that portion of the Purchase Price (as hereinafter defined) for the Equipment as is required under subparagraph (a) of the third paragraph of Article 4 hereof and that an amount equal to the balance of the Purchase Price shall be paid to the appropriate Builder or Builders by the Assignee pursuant to an Agreement and Assignment dated as of the date hereof (herein, as amended and modified from time to time, called the "Assignment") between the Builders and the Assignee, as trustee.

The term "Vendor", whenever used in this Agreement, means, before any assignment of its rights hereunder, the party hereto which has manufactured the Equipment and any successor or successors for the time being to its manufacturing properties and business, and, after any such assignment, both any assignee or assignees for the time being of such particular assigned rights as regards such rights, and also any assignor as regards any rights hereunder that are retained or excluded from any assignment; and the term "Builder", whenever used in this Agreement, means, both before and after any such assignment, the respective corporation (as to the units of Equipment to be constructed by such corporation and sold hereunder) named in Item 1 of Annex A hereto and any successor or successors for the time being to its respective manufacturing properties and businesses.

The rights and obligations of the Builders under this Agreement are several in accordance with their interests and not joint. Accordingly, whenever this Agreement, by the use of such designation

as "the Vendor", "such Builder" or other similar term, confers a right or imposes an obligation upon any corporation named in Item 1 of Annex A hereto or its successor, such right or obligation shall be construed to accrue to or to be enforceable against only the specific corporation furnishing the units of Equipment giving rise to such right or obligation and its successors as herein provided.

In case of such assignment, the Vendee will assign to the Vendor, as security for the payment and performance of all the Vendee's obligations hereunder, all right, title and interest of the Vendee in and to the Lease pursuant to an Assignment of Lease and Agreement in substantially the form of Exhibit H to the Participation Agreement (herein, as amended and modified from time to time, called the Assignment of Lease) and the Lessee shall consent thereto pursuant to a Lessee's Consent and Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Consent"), from the Lessee to the Assignee and the Vendee.

Any and all agreements set forth in Annex A hereto shall be deemed to be part of this Agreement as though such agreements had been set forth in this instrument.

ARTICLE 2. *Construction and Sale.* Pursuant to this Agreement, each Builder shall construct the units of Equipment to be constructed by it as described in Annex B hereto (such Equipment, with respect to each Builder, being hereinafter sometimes called its "Equipment") and will sell and deliver to the Vendee, and the Vendee will purchase from such Builder and accept delivery of and pay for (as hereinafter provided), such Equipment, each unit of which shall be constructed in accordance with the specifications referred to in Annex B hereto and in accordance with such modifications thereof as may be agreed upon in writing among such Builder, the Vendee and the Lessee (which specifications and modifications, if any, are hereinafter called the "Specifications"). The design, quality and component parts of each unit of the Equipment shall conform, on the date of completion of manufacture thereof, to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of such unit, and each such unit will be new railroad equipment.

ARTICLE 3. *Inspection and Delivery.* Each Builder will deliver the units of its Equipment to the Vendee at the place or places specified in Annex B hereto (or at such other place or places designated from time to time by the Vendee), freight charges, if any, prepaid, in accordance with the delivery schedule set forth in Annex B hereto; *provided, however*, that delivery of any unit of its Equipment shall not be made until this Agreement and the Lease have been filed pursuant to Section 20c of the Interstate Commerce Act; *provided further*, that no Builder shall have any obligation to deliver any unit of its Equipment hereunder subsequent to the commencement of any proceedings specified in clause (c) of Article 16 hereof or the occurrence of any event of default (as described in Article 16 hereof), or event which, with the lapse of time and/or demand, could constitute such an event of default. Each Builder agrees not to deliver any unit of Equipment hereunder following receipt of written notice from the Vendee or the Assignee (a) of the commencement of any such proceedings or the occurrence of any such event, as aforesaid, or (b) that any of the conditions contained in Paragraph 4 or Paragraph 5 of the Participation Agreement have not been met.

Any Equipment not delivered at the time of receipt by the Builder of the notice specified in the second sentence of the first paragraph of this Article 3 and any Equipment not delivered and accepted hereunder on or before December 31, 1975, and settled for pursuant to Article 4 hereof on or before December 31, 1975, shall be excluded from this Agreement and the Vendee shall be relieved of its obligation to purchase and pay for such Equipment. If any Equipment shall be excluded herefrom pursuant to the immediately preceding sentence, the parties hereto shall execute an agreement supplemental hereto limiting this Agreement to the Equipment not so excluded herefrom. Pursuant to the Participation Agreement, the Lessee has agreed to purchase such excluded Equipment, and any Equipment excluded from this Agreement pursuant to the first paragraph of Article 4 hereof, from the Builder as provided in Paragraph 1(c) of the Participation Agreement.

During construction, the Equipment shall be subject to inspection and approval by the authorized inspectors of the Vendee (who may be employees of the Lessee) and each Builder shall grant to such authorized inspectors reasonable access to its plant. Each Builder agrees to inspect all materials used in the construction of the Equipment in accordance with the standard quality control practices of such Builder. Upon completion of each unit or of a number of units of the Equipment, such unit or units shall be presented to an inspector of the Vendee for inspection at the place specified for delivery of such unit or units, and if each such unit conforms to the Specifications, requirements and standards applicable thereto, such inspector or an authorized representative of the Vendee (who may be an employee of the Lessee) shall execute and deliver to such Builder a certificate of acceptance (hereinafter called a "Certificate of Acceptance") stating that such unit or units have been inspected and accepted on behalf of the Vendee and are marked in accordance with Article 10 hereof; *provided, however*, that such Builder shall not thereby be relieved of its warranty referred to in Article 14 hereof.

On delivery by a Builder of each such unit hereunder at the place specified for delivery, such Builder shall have no further responsibility for, nor bear any risk of, any damage to or the destruction or loss of such unit; *provided, however*, that such Builder shall not thereby be relieved of its warranty referred to in Article 14 hereof.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the delivery to and acceptance by or on behalf of the Vendee of any unit of Equipment excluded from this Agreement pursuant to the first paragraph of Article 4 hereof shall be ineffective, *ab initio*, to create in or transfer to the Vendee any legal or beneficial right or interest in such unit or (except as provided in the first paragraph of Article 4 hereof) to impose on the Vendee any liability, obligation or responsibility with respect thereto; any right or interest in any such unit created in or transferred to, or purported to be created in or transferred to, the Vendee shall be held by the Vendee solely as trustee for the benefit of the Lessee.

ARTICLE 4. Purchase Price and Payment. The base price or prices per unit of the Equipment are set forth in Annex B hereto. Such base price or prices are subject to such increase or decrease as is agreed to by the Builder thereof, the Vendee and the Lessee. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased prior to the first Closing Date. If on any Closing Date (as hereinafter defined in this Article) the aggregate Purchase Price of Equipment for which settlement has theretofore been and is then being made under this Agreement would, but for the provisions of this sentence, exceed the Maximum Purchase Price specified in Item 5 of Annex A hereto (or such higher amount as the Vendee may at its option agree to prior to delivery of any unit or units of Equipment that, but for such agreement, would otherwise be excluded from this Agreement), the Builder of such Equipment (and any assignee of such Builder) and the Lessee will, upon request of the Vendee, enter into an agreement excluding from this Agreement such unit or units of Equipment then proposed to be settled for and specified by the Vendee, as will, after giving effect to such exclusion, reduce such aggregate Purchase Price under this Agreement to not more than the Maximum Purchase Price specified in Item 5 of Annex A hereto (or such higher amount as aforesaid) and the Vendee shall take such other steps, including the execution of instruments of transfer, as may be reasonably requested by the Lessee for the purpose of acknowledging and perfecting the interest of the Lessee in any unit of Equipment so excluded from this Agreement, and the Vendee shall have no further obligation or liability in respect of units so excluded.

The Equipment shall be settled for in such number of groups of units of the Equipment delivered to and accepted by the Vendee as is provided in Item 2 of Annex A hereto (each such group being hereinafter called a "Group"). The term "Closing Date" with respect to any Group shall mean such date (not later than December 31, 1975, being herein called the "Cut-Off Date"), occurring not more than ten business days following presentation by a Builder to the Vendee of the invoice and of the Certificate or Certificates of Acceptance for the Equipment and written notice thereof by a Builder to the Lessee, as shall be fixed by the Lessee by written notice delivered to the Vendee and the

Vendor at least five business days prior to the Closing Date designated therein (unless a shorter notice is otherwise agreed to). The term "business days" as used herein means all calendar days, except Saturdays, Sundays and any other day on which banking institutions in New York, New York, Dallas, Texas, San Francisco, California, or Chicago, Illinois, are authorized or obligated to remain closed.

The Vendee hereby acknowledges itself to be indebted to the Vendor in the amount of, and hereby promises to pay in cash to the Vendor at such place as the Vendor may reasonably designate, the Purchase Price of the Equipment as follows:

(a) on the Closing Date with respect to any units of Equipment (i) an amount equal to 36.5% of the aggregate Purchase Price of any such units of Equipment listed in Annex B hereto; plus (ii) the amount, if any, by which (x) 63.5% of the Purchase Price of all units of Equipment listed in Annex B hereto for which settlement has theretofore and is then being made, as set forth in the invoice or invoices therefor (said invoices being herein called the "Invoiced Purchase Prices"), exceeds (y) the Maximum Conditional Sale Indebtedness specified in Item 6 of Annex A and any amount or amounts previously paid or payable with respect to such Invoiced Purchase Prices pursuant to this clause (ii), and

(b) in 36 semiannual instalments, as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of Equipment for which settlement is then being made, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (a) of this paragraph.

The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (herein called the "Conditional Sale Indebtedness") shall be payable on each January 1 and July 1, commencing July 1, 1976, to and including January 1, 1994 (or if any such date is not a business day, on the next succeeding business day), each such date being hereinafter called a "Payment Date". The unpaid balance of the Conditional Sale Indebtedness shall bear interest from each Closing Date in respect of which such Conditional Sale Indebtedness was incurred at the rate of 11% per annum. Such interest shall be payable, to the extent accrued, on January 15, 1976 and on each Payment Date thereafter. The instalments of principal payable on each of the Payment Dates shall be calculated so that (a) approximately 56% of the aggregate Conditional Sale Indebtedness shall be fully amortized over the first 22 Payment Dates in equal payments and (b) the remaining balance of the aggregate Conditional Sale Indebtedness shall be fully amortized over the 23rd through the 36th Payment Dates in equal payments.

The Vendee will furnish to the Vendor and the Lessee promptly after the Cut-Off Date a schedule, in such number of counterparts as shall be requested by the Vendor, showing the amounts of Conditional Sale Indebtedness and interest payable on each Payment Date.

Interest under this Agreement shall be determined, prior to January 15, 1976, on the basis of a 365-day year, and thereafter, on the basis of a 360-day year of twelve 30-day months.

The Vendee will pay interest, to the extent legally enforceable, at a rate per annum of 1% in excess of the interest rate at the time payable on the Conditional Sale Indebtedness upon all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms hereof or such lesser amount as shall be legally enforceable, anything herein to the contrary notwithstanding.

All payments provided for in this Agreement shall be made in federal funds. Except as provided in Article 7 hereof, the Vendee shall not have the privilege of prepaying any portion of the Conditional Sale Indebtedness prior to the date it becomes due.

Notwithstanding any other provision of this Agreement (including, but not limited to, any provision of Articles 16 and 17 hereof), but not limiting the effect of Article 22 hereof, it is understood and agreed by the Vendor that the liability of the Vendee or any assignee of the Vendee for all payments to be made by it under and pursuant to this Agreement, including any liability arising out of or in connection with the performance of its obligations hereunder and excluding only the

obligations set forth in the proviso in the third paragraph of Article 13 hereof and pursuant to subparagraph (a) of the third paragraph of this Article, shall not exceed an amount equal to, and shall be payable only out of, the "income and proceeds from the Equipment", and such payments shall be made by the Vendee only to the extent that the Vendee or any assignee of the Vendee shall have actually received sufficient "income or proceeds from the Equipment" to make such payments. In addition, the Vendor agrees that the Vendee (i) makes no representation or warranty, and is not responsible for, the due execution, validity, sufficiency or enforceability of the Lease or the Consent in so far as it relates to the Lessee (or any document relative thereto) or of any of the Lessee's obligations thereunder and (ii) shall not be responsible for the performance or observance by the Lessee of any of its agreements, representations, indemnities, obligations or other undertakings under the Lease or the Consent, it being understood that as to all such matters the Vendor will look solely to the Vendor's rights under this Agreement against the Equipment, to the Vendor's rights under the Consent against the Lessee and to the Vendor's rights under the Lease against the Lessee and the Equipment. As used herein the term "income and proceeds from the Equipment" shall only mean (i) if one of the events of default specified in Article 16 hereof shall have occurred and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Vendee or any assignee of the Vendee at any time after any such event and during the continuance thereof: (a) any and all amounts payable under any provision of the Lease, including, without limitation, all amounts of rental and amounts in respect of Casualty Occurrences (as defined in Article 7 hereof) paid for or with respect to the Equipment pursuant to the Lease and any and all other payments received under Section 10 of the Lease and (b) any and all payments or proceeds received for or with respect to the Equipment as the result of the sale, lease or other disposition thereof, after deducting all costs and expenses of such sale, lease or other disposition (it being understood and agreed that all amounts of "income and proceeds from the Equipment" in excess of the unpaid Conditional Sale Indebtedness and interest thereon or other amounts due to the Vendor under this Agreement shall be paid to the Vendee), and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) of this paragraph, not including amounts paid by the Lessee to the Vendee as reimbursement of sums paid by the Vendee on account of prior defaults under paragraph (a) of Article 16, as are indefeasibly received by the Vendee or any assignee of the Vendee and as shall equal the portion of the Conditional Sale Indebtedness (including prepayments thereof required in respect of Casualty Occurrences) and/or interest thereon due and payable on the date such amounts were required to be paid pursuant to the Lease or as shall equal any other payments then due and payable under this Agreement; it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (a) and (b) of this paragraph which were received by the Vendee or any assignee of the Vendee prior to the existence of such an event of default which exceeded the amounts required to discharge that portion of the Conditional Sale Indebtedness (including prepayments thereof required in respect of Casualty Occurrences) and/or interest thereon due and payable on the date on which amounts with respect thereto received by the Vendee or any assignee of the Vendee were required to be paid to it pursuant to the Lease, the Participation Agreement or the Trust Indenture or which exceeded any other payments due and payable under this Agreement at the time such amounts were payable under the Lease. Nothing contained herein limiting the liability of the Vendee shall derogate from the right of the Vendor to proceed against the Equipment as provided for herein for the full unpaid Purchase Price of the Equipment and interest thereon and all other payments and obligations hereunder or to proceed against the Lessee under the Lease or the Consent. Notwithstanding anything to the contrary contained in Articles 16 and 17 hereof, the Vendor agrees that in the event it shall obtain a judgment against the Vendee for an amount in excess of the amounts payable by the Vendee pursuant to the limitations set forth in this paragraph, it will, accordingly, limit its execution of such judgment to amounts payable pursuant to the limitations set forth in this paragraph.

ARTICLE 5. *Security Interest in the Equipment.* The Vendor shall and hereby does retain the full security interest in the Equipment until the Vendee shall have made all its payments under this Agreement and shall have kept and performed all its agreements herein contained, notwithstanding

any provision of this Agreement limiting the liability of the Vendee and notwithstanding the delivery of the Equipment to and the possession and use thereof by the Vendee and the Lessee as provided in this Agreement and the Lease. Any and all additions to the Equipment and any and all parts installed on and additions and replacements made to any unit of the Equipment shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement.

Except as otherwise specifically provided in Article 7 hereof, when and only when the Vendor shall have been paid the full Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment, together with interest and all other payments as herein provided, and all the Vendee's obligations herein contained shall have been performed, absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Vendee without further transfer or action on the part of the Vendor. However, the Vendor, if so requested by the Vendee at that time, will (a) execute a bill or bills of sale or other instruments of release for the Equipment releasing its security interest therein to the Vendee, or upon its order, free of all liens, security interests and other encumbrances created or retained hereby or otherwise created by the Vendor or its assigns and deliver such bill or bills of sale or other instruments of release to the Vendee at its address referred to in Article 21 hereof, (b) execute and deliver at the same place, for filing, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Vendee to the Equipment and (c) pay to the Vendee any money paid to the Vendor pursuant to Article 7 hereof and not theretofore applied as therein provided. The Vendee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver such bill or bills of sale or instrument or instruments or to file such certificate within a reasonable time after written demand by the Vendee.

ARTICLE 6. *Taxes.* Subject to the provisions of Article 22 hereof, all payments to be made by the Vendee hereunder will be free of expense to the Vendor for collection or other charges and will be free of expense to the Vendor with respect to the amount of any local, state, federal or foreign taxes (other than net income taxes, gross receipts taxes (except gross receipts taxes in the nature of or in lieu of sales, use or rental taxes), franchise taxes measured by net income based upon such receipts, excess profits taxes and similar taxes), license fees, assessments, charges, fines or penalties levied or imposed upon the Equipment or in connection with or measured by this Agreement or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called impositions), all of which impositions the Vendee assumes and agrees to pay on demand. The Vendee will also pay promptly all impositions which may be imposed upon the Equipment delivered to it or for the use or operation thereof or upon the earnings arising therefrom or upon the Vendor solely by reason of its ownership thereof and will keep at all times all and every part of the Equipment free and clear of all impositions assessed upon the Vendee or which result in a lien upon any part of the Equipment; *provided, however,* that the Vendee shall be under no obligation to pay any impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings, such impositions and the nonpayment thereof does not, in the opinion of the Vendor, adversely affect the title, property, interest or rights of the Vendor in or to the Equipment or otherwise under this Agreement. If any impositions shall have been charged or levied against the Vendor directly and paid by the Vendor, the Vendee shall reimburse the Vendor upon presentation of an invoice therefor, and any amounts so paid by the Vendor shall be secured by and under this Agreement.

ARTICLE 7. *Casualty Occurrences; Insurance.* In the event that any unit of the Equipment shall be worn out, lost, stolen, destroyed or damaged to such extent that, in the good faith opinion of the Board of Directors of the Lessee, the cost of repair of such unit would be uneconomic and the Lessee shall have discontinued or will discontinue its use of such unit, or in the event that such unit of Equip-

ment shall be or become permanently rendered unfit for use as railroad rolling stock, from any cause whatsoever, or in the event that such unit shall be taken or requisitioned by condemnation or otherwise permanently, or for an indefinite period of time or for any period longer than one year (all such occurrences being herein called "Casualty Occurrences"), the Vendee shall, promptly after it shall have reasonably determined that such unit has suffered a Casualty Occurrence, cause the Vendor to be fully informed in regard thereto. On the next succeeding January 1 or July 1, occurring more than 30 days after the date of the Casualty Occurrence, as the case may be, the Vendee shall pay to the Vendor a sum equal to the Casualty Value (as hereinafter defined in this Article) of such unit suffering a Casualty Occurrence as of the date of such payment and shall file, or cause to be filed, with the Vendor a certificate setting forth the Casualty Value of such unit. Any money paid to the Vendor pursuant to this paragraph shall be applied to prepay without penalty or premium, ratably in accordance with the unpaid balance of each installment, the Conditional Sale Indebtedness and the Vendee will promptly furnish to the Vendor a revised schedule of payments of the Conditional Sale Indebtedness and interest thereafter to be made, in such number of counterparts as the Assignee may request, calculated as provided in the fourth paragraph of Article 4 hereof.

Upon payment by the Vendee to the Vendor of the Casualty Value of any unit of the Equipment having suffered a Casualty Occurrence, absolute right to the possession of, title to and property in such unit shall pass to and vest in the Vendee, without further transfer or action on the part of the Vendor, except that the Vendor, if requested by the Vendee, will execute and deliver to the Vendee, at the expense of the Vendee, an appropriate instrument confirming such passage to the Vendee of all the Vendor's right, title and interest, and the release of the Vendor's security interest in, such unit, in recordable form, in order that the Vendee may make clear upon the public records the title of the Vendee to such unit.

The Casualty Value of each unit of the Equipment suffering a Casualty Occurrence shall be deemed to be that portion of the original Purchase Price thereof remaining unpaid on the date as of which such Casualty Value shall be determined (without giving effect to any prepayment or prepayments theretofore made under this Article with respect to any other unit), plus interest accrued thereon but unpaid as of such date. For the purpose of this paragraph, each payment of the Conditional Sale Indebtedness in respect of Equipment made pursuant to Article 4 hereof shall be deemed to be a payment on each unit of the Equipment in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of the Equipment.

The Vendee will cause the Lessee at all times prior to the payment of the full Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment, together with interest thereon and all other payments required hereby, at its own expense, to carry and maintain, with insurers of recognized responsibility, property insurance in respect of the Equipment at the time subject hereto, and public liability insurance, in amounts and against risks customarily insured against by the Lessee in respect of similar equipment owned or operated by it. All such policies of insurance shall name the Vendor, the Vendee, the Assignee and the Lenders as their respective interests may appear. Proceeds of such insurance shall be payable to the Vendor, the Vendee, the Assignee, the Lenders and the Lessee as their interests may appear.

If the Vendor shall receive any insurance proceeds or condemnation payments in respect of such units suffering a Casualty Occurrence and the Vendee shall have made payments pursuant to this Article without deduction for such insurance proceeds or condemnation payments, the Vendor shall pay such insurance proceeds or condemnation payments to the Vendee. All insurance proceeds or condemnation payments received by the Vendor in respect of any unit or units of Equipment not suffering a Casualty Occurrence shall be paid to the Vendee upon proof satisfactory to the Vendor that any damage to such unit in respect of which such proceeds were paid has been fully repaired.

ARTICLE 8. Maintenance. Subject to the provisions of Article 22 hereof, the Vendee agrees that, at its own cost and expense, it will maintain and keep each unit of the Equipment in good

order and repair, reasonable wear and tear excepted and will also maintain each unit of the Equipment in accordance with the standards from time to time in effect, under the Interchange Rules of the Association of American Railroads, if applicable.

ARTICLE 9. *Reports and Inspection.* Subject to the provisions of Article 22 hereof, on or before March 31 in each year, commencing with the year 1977, the Vendee shall cause to be furnished to the Vendor an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all units of the Equipment then subject to this Agreement, the amount, description and numbers of all units of the Equipment that have suffered a Casualty Occurrence during the preceding calendar year or are then undergoing repairs (other than running repairs) during the preceding calendar year or have been withdrawn from use pending repairs (other than running repairs) and such other information regarding the condition and state of repair of the Equipment as the Vendor may reasonably request, and (b) stating that, in the case of all Equipment repaired or repainted during the period covered by such statement, the numbers and markings required by Article 10 hereof have been preserved or replaced. The Vendor shall have the right, by its agents, to inspect the Equipment and the Lessee's records with respect thereto at such reasonable times as the Vendor may request during the term of this Agreement.

ARTICLE 10. *Marking of Equipment.* Subject to the provisions of Article 22 hereof, the Vendee will cause each unit of the Equipment to be kept numbered with the identifying number of the Lessee as set forth in Annex B hereto, or, in the case of Equipment not there listed, such identifying number as shall be set forth in any amendment or supplement hereto extending this Agreement to cover such Equipment, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each unit, in letters not less than one inch in height, the words "Ownership Subject to a Security Agreement Filed under the Interstate Commerce Act, Section 20c" or other appropriate words designated by the Vendor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Vendor's interest in the Equipment and its rights under this Agreement. The Vendee will not permit any such unit to be placed in operation or exercise any control or dominion over the same until such markings shall have been made thereon and will replace or will cause to be replaced promptly any such markings which may be removed, defaced or destroyed. The Vendee will not permit the identifying number of any unit of the Equipment to be changed except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with the Vendor and filed, recorded and deposited by the Vendee in all public offices where this Agreement or any related financing statement shall have been filed, recorded and deposited.

Except as provided in the immediately preceding paragraph, the Vendee will not allow the name of any person, association or corporation to be placed on any unit of the Equipment as a designation that might be interpreted as a claim of ownership; *provided, however*, that the Equipment may be lettered with the names or initials or other insignia customarily used by the Lessee, its affiliates or any sublessees authorized by Section 12 of the Lease.

ARTICLE 11. *Compliance with Laws and Rules.* Subject to the provisions of Article 22 hereof, during the term of this Agreement, the Vendee will comply, and will cause every lessee of the Equipment to comply, in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all laws of the jurisdictions in which its or such lessees' operations involving the Equipment may extend, with the Interchange Rules of the Association of American Railroads and with all lawful rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and rules affect the title, operation or use of the Equipment, and in the event that such laws or rules require any alteration, replacement or addition of or to any part of any unit of the Equipment, the Vendee will conform therewith at its own expense; *provided, however*, that the Vendee or the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Vendor, adversely affect the property or rights of the Vendor under this Agreement.

ARTICLE 12. *Possession and Use.* The Vendee, so long as an event of default shall not have occurred and be continuing under this Agreement, shall be entitled, from and after delivery of the Equipment by the Builder to the Vendee, to the possession and quiet enjoyment of the Equipment and the use thereof, but only upon and subject to all the terms and conditions of this Agreement.

The Vendee may lease the Equipment to the Lessee as permitted by, and for its use as provided in, the Lease, but the rights of the Lessee and its permitted assigns under the Lease shall be subordinated and junior in rank to the rights, and shall be subject to the remedies, of the Vendor under this Agreement (and the Lessee has so agreed pursuant to the Lease). The Lease shall not be amended or terminated (except in accordance with its terms) without the prior written consent of the Vendor.

In the event that the Lease shall be terminated, the Vendee may also, but only with the prior written consent of the Vendor, lease the Equipment to any company incorporated in any state in the United States or in the District of Columbia; *provided, however*, that (i) such lease shall provide that the rights of such lessee are made expressly subordinate to the rights and remedies of the Vendor under this Agreement, (ii) such lessee shall expressly agree not to assign or permit the assignment of any unit of the Equipment to service involving the regular operation and maintenance thereof outside the United States of America and (iii) a copy of such lease shall be furnished to the Vendor.

ARTICLE 13. *Prohibition Against Liens.* The Vendee will pay or discharge any and all sums claimed by any party from, through or under the Vendee or its successors or assigns which, if unpaid, might become a lien, charge or security interest on or with respect to the Equipment, or any unit thereof, equal or superior to the Vendor's security interest therein, and will promptly discharge any such lien, charge or security interest which arises, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Vendor, adversely affect the security interest of the Vendor in or to the Equipment or otherwise under this Agreement. Any amounts paid by the Vendor in discharge of liens, charges or security interests upon the Equipment shall be secured by and under this Agreement.

This covenant will not be deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent.

The foregoing provisions of this Article 13 shall be subject to the limitations set forth in the last paragraph of Article 4 hereof and the provisions of Article 22 hereof; *provided, however*, that the Vendee will pay or discharge any and all liens, charges or security interests claimed by any party from, through or under the Vendee or any Beneficiary or their successors or assigns, not arising out of the transactions contemplated hereby or by the Lease (but including tax liens arising out of the receipt of the income and proceeds from the Equipment), which, if unpaid, might become a lien, charge or security interest on or with respect to the Equipment, or any unit thereof, or the Vendee's interests in the Lease and the payments to be made thereunder, equal or superior to the Vendor's security interest therein, but the Vendee shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Vendor, adversely affect the security interest of the Vendor in or to the Equipment or otherwise under this Agreement or in and to the Lease and the payments to be made thereunder.

ARTICLE 14. *Indemnities and Warranties.* Subject to the provisions of Article 22 hereof, the Vendee agrees to indemnify, protect and hold harmless the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and

expenses in connection therewith, including but not limited to counsel fees and expenses, penalties and interest, arising out of or as the result of the entering into or the performance of this Agreement, the retention by the Vendor of title to or a security interest in the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any of the Equipment, or any accident in connection with the operation, use, condition, possession, storage or return of any of the Equipment resulting in damage to property or injury or death to any person or the transfer of title to the Equipment by the Vendor pursuant to any of the provisions of this Agreement, except however, any losses, damages, injuries, liabilities, claims and demands whatsoever arising out of any tort, breach of warranty or failure to perform any covenant hereunder by a Builder. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the indebtedness in respect of the Purchase Price of, and the release of the security interest in, the Equipment, as provided in Article 5 hereof, or the termination of this Agreement in any manner whatsoever.

Subject to the provisions of Article 22 hereof, the Vendee will bear the responsibility for and risk of, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of any unit of or all the Equipment.

Each Builder represents and warrants to the Vendee that, at the time of delivery and acceptance of each unit of the Equipment delivered by such Builder under this Agreement, the Vendee will have good and marketable title to such unit, free and clear of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendor under this Agreement and the rights of the Lessee under the Lease and its sublessees.

The agreement of the parties relating to each Builder's warranty of material and workmanship and the agreement of the parties relating to patent indemnification are set forth in Items 3 and 4 of Annex A hereto.

ARTICLE 15. Assignments. The Vendee will not (a) except as provided in Article 12 hereof transfer the right to possession of any unit of the Equipment or (b) sell, assign, transfer or otherwise dispose of its rights under this Agreement unless such sale, assignment, transfer or disposition (i) is made expressly subject in all respects to the rights and remedies of the Vendor hereunder (including, without limitation, rights and remedies against the Vendee and the Lessee) and (ii) provides that the Vendee shall remain liable for all the obligations of the Vendee under this Agreement. Subject to the preceding sentence, any such sale, assignment, transfer or disposition may be made by the Vendee without the vendee, assignee or transferee assuming any of the obligations of the Vendee hereunder.

All or any of the rights, benefits and advantages of the Vendor under this Agreement, including the right to receive the payments herein provided to be made by the Vendee, may be assigned by the Vendor and reassigned by any assignee at any time or from time to time. No such assignment shall subject any assignee to, or relieve a Builder from, any of the obligations of such Builder to construct and deliver the Equipment in accordance herewith or to respond to its warranties and indemnities contained or referred to in Article 14 hereof, or relieve the Vendee (subject to the provisions of Article 22 hereof) of its obligations to such Builder contained in Articles 2, 3, 4, 6 and 14 hereof, Annex A hereto and this Article 15, or any other obligation which, according to its terms and context, is intended to survive an assignment.

Upon any such assignment by the Vendor, either the assignor or the assignee shall give written notice to the Vendee, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall, by virtue of such assignment, acquire all the assignor's right, title and interest in and to the Equipment and this Agreement, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Vendee of the notification of any such assignment, all payments thereafter to be made by the Vendee under this Agreement shall, to the extent so assigned, be made to the assignee in such manner as it may direct.

The Vendee recognizes that it is the custom of railroad equipment manufacturers or sellers to assign agreements of this character and understands that the assignment of this Agreement, or of some of or all the rights of the Vendor hereunder, is contemplated. The Vendee expressly represents, for the purpose of assurance to any person, firm or corporation considering the acquisition of this Agreement or of all or any of the rights of the Vendor hereunder, and for the purpose of inducing such acquisition, that in the event of such assignment by the Vendor as hereinbefore provided, the rights of such assignee to the entire unpaid Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment or such part thereof as may be assigned, together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of a Builder with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or with respect to any indemnity herein contained, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Lessee by a Builder. Any and all such obligations, howsoever arising, shall be and remain enforceable by the Vendee or the Lessee, as the case may be, against and only against a Builder.

The Vendee (a) in connection with each settlement for the Equipment, will deliver or will cause to be delivered to the Assignee, at the time of delivery of notice fixing the Closing Date for such Equipment, all documents required by the terms of the Assignment to be delivered by the Lessee or the Vendee, as the case may be, to such Assignee in connection with such settlement, in such number of counterparts or copies as may reasonably be requested, except for any opinion of counsel for such Assignee, and (b) will furnish or will cause to be furnished to such Assignee such number of counterparts of any other certificate or paper required by the Vendor as may reasonably be requested.

If a Builder shall not receive on its Closing Date the aggregate Purchase Price in respect of all of the Equipment proposed to be settled for on such Closing Date, such Builder shall promptly notify the Vendee and the Lessee of such event and, if such amount shall not have been previously paid, the parties hereto will, upon the request of such Builder, enter into an appropriate written agreement with such Builder excluding from this Agreement those units of Equipment, whose Purchase Price shall not have been received, and the Lessee will, not later than 90 days after such Closing Date, pay or cause to be paid to such Builder the aggregate unpaid Purchase Price of such units, in accordance with its original purchase order therefor, and the Lessee has so agreed pursuant to Paragraph 1(c) of the Participation Agreement.

ARTICLE 16. *Defaults.* In the event that any one or more of the following events of default shall occur and be continuing (irrespective of the provisions of the last paragraph of Article 4 hereof, Article 22 hereof or any other provision of this Agreement limiting the liability of the Vendee), to wit:

(a) the Vendee shall fail to pay in full any sum payable by the Vendee when payment thereof shall be due hereunder and such default shall continue for 5 business days; or

(b) the Vendee shall, for more than 30 days after the Vendor shall have demanded in writing performance thereof, fail or refuse to comply with any other covenant, agreement, term or provision of this Agreement, or of any agreement entered into concurrently herewith relating to the financing of the Equipment, on its part to be kept and performed or to make provision satisfactory to the Vendor for such compliance; or

(c) the Lessee shall for more than 30 days after the Vendor shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of the Consent or of the Lease which specifically names the Vendor as beneficiary thereof or an Event of Default under the Lease shall have happened and be continuing; or

(d) any proceeding shall be commenced by or against the Vendee or the Lessee for any relief which includes, or might result in, any modification of the obligations of the Vendee hereunder or the Lessee under the Lease or the Consent under any bankruptcy or insolvency

laws, or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the obligations of the Vendee under this Agreement or the Lessee under the Lease or the Consent) and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Vendee under this Agreement or the Lessee under the Lease and the Consent shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Vendee or the Lessee, as the case may be, or for their respective property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

(e) the Vendee shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of any unit of the Equipment;

then at any time after the occurrence of such an event of default the Vendor may, upon written notice to the Vendee and the Lessee and upon compliance with any legal requirements then in force and applicable to such action by the Vendor, (i) cause the Lease immediately upon such notice to terminate (and the Vendee hereunder acknowledges the right of the Vendor to terminate the Lease), but without affecting the indemnities which by the provisions of the Lease survive the termination of its term, and/or (ii) declare (hereinafter called a "Declaration of Default") the entire unpaid Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of such indebtedness and interest shall bear interest from the date of such Declaration of Default at the rate per annum specified in Article 4 hereof as being applicable to amounts remaining unpaid after becoming due and payable, to the extent legally enforceable. Upon a Declaration of Default, the Vendor shall be entitled to recover judgment for the entire unpaid balance of the indebtedness in respect of the Purchase Price of the Equipment so payable, with interest as aforesaid, and to collect such judgment out of the property of the Vendee, wherever situated, subject to the provisions of Articles 4 and 22 hereof. The Vendee shall promptly notify the Vendor of any event which has come to its attention which constitutes, or with the giving of notice and/or lapse of time could constitute, an event of default under this Agreement.

The Vendor may, at its election, waive any such event of default and rescind and annul any Declaration of Default or notice of termination of the Lease by notice to the Vendee and the Lessee in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such event of default had occurred and no Declaration of Default or notice of termination of the Lease had been made or given. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by the Vendee that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

ARTICLE 17. *Remedies.* At any time during the continuance of a Declaration of Default, the Vendor may, and in compliance with any mandatory legal requirements then in force and applicable to the action to be taken by the Vendor, take or cause to be taken, by its agent or agents, immediate possession of the Equipment, or one or more of the units thereof, without liability to return to the Vendee or the Lessee any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Article 17 expressly provided, and may remove the same from possession and use of the Vendee, the Lessee or any other person and for such purpose may enter upon the premises

of the Lessee or any other premises where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Lessee, and the Lessee has so agreed pursuant to the Lease.

In case the Vendor shall demand possession of the Equipment pursuant to this Agreement and shall designate a reasonable point or points for the delivery of the Equipment to the Vendor, the Vendee shall at its own expense and risk, forthwith and in the usual manner cause (a) the Equipment to be moved to such point or points as shall be designated by the Vendor and shall there deliver the Equipment or cause it to be delivered to the Vendor and (b) the Equipment to be moved to such point or points as shall be designated by the Vendor upon any sale, lease or other disposal of all or any part of the Equipment by the Vendor. At the option of the Vendor, the Vendor may keep the Equipment on the premises of the Lessee or on any lines of railroad or other premises approved by the Vendor until the Vendor shall have leased, sold or otherwise disposed of the same, and for such purpose the Lessee has agreed pursuant to the Lease to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Vendor reasonably convenient to the Lessee and, at the Lessee's risk, to permit inspection of the Equipment by the Vendor, the Vendor's representatives and prospective purchasers and users. This agreement to deliver the Equipment and furnish facilities as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, the Vendor shall be entitled to a decree against the Vendee and/or the Lessee requiring specific performance hereof. The Vendee hereby expressly waives any and all claims against the Vendor and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Equipment in any reasonable manner. The foregoing liability of the Vendee is subject to the limitations set forth in Article 22 hereof.

At any time during the continuance of a Declaration of Default, the Vendor may, at its election and upon such notice as is hereinafter set forth, retain the Equipment in satisfaction of the entire Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment and make such disposition thereof as the Vendor shall deem fit. Written notice of the Vendor's election to retain the Equipment shall be given to the Vendee and the Lessee by telegram or registered mail, addressed as provided in Article 21 hereof, and to any other persons to whom the law may require notice, within 30 days after such Declaration of Default. In the event that the Vendor should elect to retain the Equipment and no objection is made thereto within the 30-day period described in the second proviso below, all the Vendee's rights in the Equipment shall thereupon terminate and all payments made by the Vendee and the Lessee may be retained by the Vendor as compensation for the use of the Equipment; *provided, however*, that if the Vendee, before the expiration of the 30-day period described in the proviso below, should pay or cause to be paid to the Vendor the total unpaid balance of the Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment, together with interest thereon accrued and unpaid and all other payments due under this Agreement as well as expenses of the Vendor in retaking possession of, removing, storing, holding and preparing the Equipment for, and otherwise arranging for, the sale and the Vendor's reasonable attorneys' fees, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Vendee; *provided, further*, that if the Vendee, the Lessee or any other persons notified under the terms of this paragraph object in writing to the Vendor within 30 days from the receipt of notice of the Vendor's election to retain the Equipment, then the Vendor may not so retain the Equipment, but shall sell, lease or otherwise dispose of it or continue to hold it pending sale, lease or other disposition as hereinafter provided or as may otherwise be permitted by law. If the Vendor shall not have given notice to retain as hereinabove provided or notice of intention to dispose of the Equipment in any other manner, it shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Article 17.

At any time during the continuance of a Declaration of Default, the Vendor, with or without retaking possession thereof, at its election and upon reasonable notice to the Vendee, the Lessee and any other persons to whom the law may require notice of the time and place, may sell the Equipment, or one or more of the units thereof, free from any and all claims of the Vendee, the Lessee or any

other party claiming from, through or under the Vendee or the Lessee, at law or in equity, at public or private sale and with or without advertisement as the Vendor may determine; *provided, however*, that if, prior to such sale and prior to the making of a contract for such sale, the Vendee should tender full payment of the total unpaid balance of the Conditional Sale Indebtedness in respect of the Purchase Price of the Equipment, together with interest thereon accrued and unpaid and all other payments due under this Agreement as well as expenses of the Vendor in retaking possession of, removing, storing, holding and preparing the Equipment for, and otherwise arranging for, the sale and the Vendor's reasonable attorneys' fees, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Vendee. The proceeds of such sale or other disposition, less the attorneys' fees and any other expenses incurred by the Vendor in retaking possession of, removing, storing, holding, preparing for sale and selling or otherwise disposing of the Equipment, shall be credited on the amount due to the Vendor under the provisions of this Agreement, and the balance if any, paid to the Vendee as hereinafter provided.

Any sale hereunder may be held or conducted at New York, New York at such time or times as the Vendor may specify (unless the Vendor shall specify a different place or places, in which case the sale shall be held at such place or places as the Vendor may specify), in one lot and as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Vendor may determine, so long as such sale shall be in a commercially reasonable manner. The Vendor, the Vendee or the Lessee may bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale. The Vendee and the Lessee shall be given written notice of such sale not less than ten days prior thereto, by telegram or registered mail addressed as provided in Article 21 hereof. If such sale shall be a private sale (which shall be deemed to mean only a sale where an advertisement for bids has not been published in a newspaper of general circulation or a sale where less than 40 persons shall have been solicited in writing to submit bids) it shall be subject to the right of the Vendee or Lessee to purchase or provide a purchaser, within 10 days after notice of the proposed sale price, at the same price offered by the intending purchaser or a better price. In the event that the Vendor shall be the purchaser of the Equipment, it shall not be accountable to the Vendee or the Lessee (except to the extent of surplus money received as hereinafter provided in this Article 17), and in payment of the purchase price therefor the Vendor shall be entitled to have credited on account thereof all or any part of sums due to the Vendor hereunder. From and after the date of any such sale, the Lessee shall pay to the Vendor the per diem interchange for each unit of Equipment which shall not have been assembled, as hereinabove provided, by the date of such sale for each day from the date of such sale to the date of delivery to the purchaser at such sale and the Lessee has so agreed to pay such amounts pursuant to the Lease.

Each and every power and remedy hereby specifically given to the Vendor shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Vendor. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Vendor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Vendee shall not otherwise alter or affect the Vendor's rights or the Vendee's obligations hereunder. The Vendor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Vendee's obligations or the Vendor's rights hereunder with respect to any subsequent payments or default therein.

If, after applying all sums of money realized by the Vendor under the remedies herein provided, there shall remain any amount due to it under the provisions of this Agreement, the Vendee shall pay the amount of such deficiency to the Vendor upon demand, together with interest from the date

of such demand to the date of payment at the rate or rates per annum set forth in the seventh paragraph of Article 4 hereof, and, if the Vendee shall fail to pay such deficiency, the Vendor may bring suit therefor and shall be entitled to recover a judgment therefor against the Vendee. If, after applying as aforesaid all sums realized by the Vendor, there shall remain a surplus in the possession of the Vendor, such surplus shall be paid to the Vendee. The foregoing liability of the Vendee is subject to the limitations set forth in Article 22 hereof.

The Vendee will, subject to the last paragraph of Article 4 and Article 22 hereof, pay all reasonable expenses, including attorneys' fees, incurred by the Vendor in enforcing its remedies under the terms of this Agreement. In the event that the Vendor shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Vendor may recover reasonable expenses, including reasonable attorneys' fees, and the amount thereof shall be included in such judgment, subject to the last paragraph of Article 4 and Article 22 hereof.

The foregoing provisions of this Article 17 are subject in all respects to all mandatory legal requirements at the time in force and applicable thereto.

ARTICLE 18. *Applicable State Laws.* Any provision of this Agreement prohibited by any applicable law of any jurisdiction (which is not overridden by applicable federal law) shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Vendee to the full extent permitted by law, it being the intention of the parties hereto that this Agreement shall be deemed to be a conditional sale and enforced as such.

Except as otherwise provided in this Agreement, the Vendee, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any one or more units thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Vendor's rights under this Agreement and any and all rights of redemption.

ARTICLE 19. *Recording.* Subject to the provisions of Article 22 hereof, the Vendee will cause this Agreement and any assignments or any amendments or supplements hereof or thereto to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act; and the Vendee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Vendor (including UCC financing statements and continuation statements) for the purpose of proper protection, to the satisfaction of counsel for the Vendor, of its title to the Equipment and its rights under this Agreement or for the purpose of carrying out the intention of this Agreement and the Vendee will promptly furnish to the Vendor certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Vendor and an opinion or opinions of counsel satisfactory to the Vendor with respect thereto; *provided, however,* that the Vendee shall not be required to take any such action referred to in this Article 19 (other than filing and recording under Section 20c of the Interstate Commerce Act and other than filing such UCC financing statements and continuation statements), if (1) the Vendee deems such action unduly burdensome, and (2) after giving effect to the failure to take such action all action required by law has been taken so as to protect the security title of the Vendor to units of Equipment having a Purchase Price of not less than 90% of the aggregate Purchase Price of all of the then existing Equipment.

ARTICLE 20. *Article Headings; Effect and Modifications of Agreement.* All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

This Agreement, including the Annexes hereto, exclusively and completely states the rights of the Vendor and the Vendee with respect to the Equipment and supersedes all other agreements, oral or written, with respect to the Equipment. No variation or modification of this Agreement and no

waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Vendor and the Vendee.

ARTICLE 21. *Notice.* Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

(a) to the Vendee, at 130 South La Salle Street, Chicago, Illinois 60690, attention of Trust Department;

(b) to any Builder, at its address specified in Item 1 of Annex A hereto;

(c) to any assignee of the Vendor, or of the Vendee, at such address as may have been furnished in writing to the Vendee, or the Vendor, as the case may be, by such assignee;

or at such other address as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 22. *Immunities; Satisfaction of Undertaking.* No recourse shall be had in respect of any obligation due under this Agreement, or referred to herein, against any incorporator, stockholder, director or officer, past, present or future, of the Vendee or either Beneficiary or the Builder (or Vendor), solely by reason of the fact that such person is an incorporator, stockholder, director or officer as aforesaid, whether by virtue of any constitutional provision, statute or rule of law, or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as consideration for the execution of this Agreement.

The covenants of the Vendee under the first paragraph of Article 7, and under Articles 6, 8, 9, 10, 11, 13, 14 and 19 hereof and any and all obligations at any time arising thereunder shall be deemed satisfied in full in all respects, and be of no further force or effect in so far as they involve personal liability of the Vendee, other than out of "income and proceeds from the Equipment" (as defined in Article 4 hereof), upon the execution and delivery of the Lease (whether or not the Lease shall thereafter be amended, terminated or otherwise modified and irrespective of the genuineness, validity, regularity or enforceability of the Lease); *provided, however*, that such covenants and obligations shall be deemed covenants of the Vendee within the meaning of subparagraphs (a) and (b) of the first paragraph of Article 16 hereof (it being the intention of the parties hereto that neither the Vendee nor any of its properties shall be subject to any liability for any breach or alleged breach by it of any such covenant or obligation except out of the "income and proceeds from the Equipment", but that any such breach may be made the basis of an event of default under said Article 16). The execution and delivery of the Lease shall be presumed conclusively to have occurred, for the purpose of this Article, upon the delivery to the Vendee by the Vendor of written confirmation to such effect signed by the Indenture Trustee. No waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Vendor.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each of and all the representations, covenants, undertakings and agreements herein made on the part of the Vendee are made and intended not as personal representations, covenants, undertakings and agreements by Exchange National Bank of Chicago or for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding the Trust Estate as such term is used in the Trust Agreement, and this Agreement is executed and delivered by said bank not in its own right but solely in the exercise of the powers expressly conferred on it as trustee under the Trust Agreement; and except in the case of negligence or wilful misconduct, no personal liability or personal responsibility is assumed by or shall at any

time be asserted or enforceable against said bank or the Beneficiaries on account of this Agreement or on account of any representations, covenants, undertakings or agreements of the Vendee either expressed or implied, all such personal liability, if any, being expressly waived and released by the other parties hereto, *provided, however*, that the Vendor or any person claiming by, through, or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same. Nothing herein contained shall limit, restrict or impair the rights of the Vendor to take all actions to enforce the rights and remedies provided for herein and to bring suit and obtain a judgment against the Vendee (provided that said bank in its fiduciary or individual capacity, except for wilful misconduct or gross negligence, shall have no personal liability on any such judgment and the satisfaction thereof shall be limited to the Trust Estate, including any interest of said bank or any Beneficiary) or, subject to the terms and conditions of the Lease, to foreclose the lien and security interest created by this Agreement or otherwise realized upon the Trust Estate, including the right to proceed against the Lessor hereunder or under the Lease. The provisions of this paragraph shall inure to the benefit of any successor trustee and any successor beneficiary under the Trust Agreement.

ARTICLE 23. *Law Governing.* The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; *provided, however*, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

ARTICLE 24. *Execution.* This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although for convenience this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed. It shall not be necessary for all the Builders to execute and deliver this Agreement or to execute the same counterpart of this Agreement, but when this Agreement is executed and delivered by the Vendee and one or more Builders, it shall be a legal, valid and binding Agreement among the Vendee and such Builder or Builders.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

PULLMAN INCORPORATED,
(Pullman Standard Division),

By BK Ben
Vice President

[CORPORATE SEAL]

Attest:

William O. O'Leary
Assistant Secretary

THRALL CAR MANUFACTURING COMPANY,

By James A. Quill
Vice President

[CORPORATE SEAL]

Attest:

John H. Hart
Secretary

NORTH AMERICAN CAR CORPORATION,
in its capacity as a Builder,

By W. J. [Signature]
Vice President

[CORPORATE SEAL]

Attest:

W. J. [Signature]
Assistant Secretary

EXCHANGE NATIONAL BANK OF CHICAGO,
as Owner Trustee,

By W. J. [Signature]
Vice President

[CORPORATE SEAL]

Attest:

W. J. [Signature]
Assistant Trust Officer Secretary

THE RIGHTS OF THE VENDORS IN AND TO THE EQUIPMENT HEREUNDER, INCLUDING THEIR RIGHTS UNDER THIS CONDITIONAL SALE AGREEMENT, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, AS INDENTURE TRUSTEE, UNDER THE TRUST INDENTURE DATED AS OF DECEMBER 1, 1975 FROM EXCHANGE NATIONAL BANK OF CHICAGO, AS OWNER TRUSTEE, AS SAID TRUST INDENTURE MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME AS PERMITTED THEREBY, WHICH SECURITY INTEREST HAS BEEN CREATED BY AN AGREEMENT AND ASSIGNMENT DATED AS OF DECEMBER 1, 1975 FROM THE VENDORS TO SAID INDENTURE TRUSTEE, AS SAID AGREEMENT AND ASSIGNMENT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME AS PERMITTED THEREBY.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 29th day of December 1975 before me personally appeared B.R. Bees, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED, (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

..... Lenny Catalano
Notary Public

My Commission expires 6-30-79

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 27th day of December 1975 before me personally appeared Jerome S. Thrall, to me personally known, who, being by me duly sworn, says that he is a Vice President of THRALL CAR MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instruments was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

..... Erna E. Alfred
Notary Public

My Commission expires 9/27/77

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 27th day of December 1975 before me personally appeared M.A. Lynch, to me personally known, who, being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

..... Erna E. Alfred
Notary Public

My Commission expires 9/27/77

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 26 day of December 1975 before me personally appeared MICHAEL D. GOODMAN to me personally known, who, being by me duly sworn, says that he is a Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

..... Ghroaite Papajohn
Notary Public

My Commission expires 7/28/79

Annex A

to

Conditional Sale Agreement

ITEM 1: (a) PULLMAN INCORPORATED (Pullman Standard Division), a Delaware corporation, 200 South Michigan Avenue, Chicago, Illinois 60604.

(b) NORTH AMERICAN CAR CORPORATION, a Delaware corporation, 222 South Riverside Plaza, Chicago, Illinois 60606.

(c) THRALL CAR MANUFACTURING COMPANY, a Delaware corporation, 26th and State Street, Chicago Heights, Illinois 60411.

ITEM 2: The Equipment shall be settled for in not more than 2 Groups of units of the Equipment delivered to and accepted by the Vendee.

ITEM 3: Each Builder warrants that the Equipment built by it will be built in accordance with the requirements, specifications and standards set forth or referred to in Article 2 of the Conditional Sale Agreement to which this Annex A is attached (hereinafter called this "Agreement") and warrants its Equipment will be free from defects in material (except as to specialties incorporated therein which were specified or supplied by the Lessee and not manufactured by such Builder) and workmanship under normal use and service, such Builder's obligation under this Item 3 being limited to making good at its factory any part or parts of any unit of the Equipment which shall be returned to such Builder with transportation charges prepaid, within one year after the delivery of such unit to the Vendee, and which such Builder's examination shall disclose to its satisfaction to have been thus defective. *The foregoing warranty of each Builder is expressly in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except for its other obligations or liabilities under Articles 2, 3, 4 and 14 of this Agreement and Item 4 of this Annex A, and such Builder neither assumes nor authorizes any person to assume for it any other liability in connection with the construction and delivery of the Equipment, except as aforesaid. It is further understood and agreed that in no event shall such Builder be liable for indirect or consequential damages of any kind.*

Each Builder further agrees with the Vendee that neither the inspection as provided in Article 3 of this Agreement nor any examination nor the acceptance of any units of the Equipment as provided in said Article 3 shall be deemed a waiver or a modification by the Vendee of any of its rights under this Item 3.

ITEM 4: Except in cases of articles or materials specified by the Lessee and not manufactured by a Builder and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by such Builder, such Builder agrees to indemnify, protect and hold harmless the Vendee and, as third party beneficiary hereof, the Lessee, from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Vendee, its assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. Each Builder agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, assign, set over and deliver to the Vendee and the Lessee every claim, right and cause of action which such Builder has or hereafter shall have against the seller or sellers of any designs, systems, processes, formulae, combinations, articles or materials specified by the Lessee and purchased or otherwise acquired by such Builder for use in or about the construction or operation of any of the

Equipment, on the ground that any such design, system, process, formula, combination, article or material or operation thereof infringes or is claimed to infringe on any patent or other right. Each Builder further agrees to execute and deliver to the Vendee and the Lessee all and every such further assurance as may be reasonably requested more fully to effectuate the assignment and delivery of every such claim, right and cause of action. Each Builder will give notice to the Vendee and the Lessee of any claim known to such Builder from which liability may be charged against the Lessee hereunder and the Vendee will give notice to such Builder of any claim known to it from which liability may be charged against such Builder hereunder. Such covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under this Agreement, the satisfaction and discharge of this Agreement or the termination of this Agreement in any manner.

ITEM 5: Maximum Purchase Price: \$15,000,000.

ITEM 6: Maximum Conditional Sale Indebtedness: \$9,525,500.

Annex B

to

Conditional Sale Agreement

| Builder | Type and AAR Mechanical Designation | Builder's Specifications | Quantity | Lessee's Serial Numbers (Both Inclusive) | Unit Base Price | Total Base Price | Estimated Place of Delivery |
|--------------------------------|---|--|----------|--|-----------------|------------------|-----------------------------|
| North American Car Corporation | Class 111A100W1, 100 Ton, 14,000 gallon capacity Tank car | Manufacturer specifications No. D-2972 | 10 | NATX 13991-13999 NATX 14200 | \$35,860.00 | \$ 358,600.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 16,000 gallon capacity exterior coiled and insulated Tank car | Manufacturer specifications No. D-2876 | 14 | NATX 16602-16615 | 33,156.00 | 464,184.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 25,775 gallon capacity Tank car | Manufacturer specifications No. D-3076 | 3 | NATX 25786-25788 | 33,773.00 | 101,319.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 30,650 gallon capacity Tank car | Manufacturer specifications No. D-2913 | 26 | NATX 29764-29789 | 33,895.00 | 881,270.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 31,000 gallon capacity Tank car | Manufacturer specifications No. D-2913 | 1 | NATX 29141 | 35,530.00 | 35,530.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 20,730 gallon capacity interior coiled Tank car | Manufacturer specifications No. D-2955 | 48 | NATX 73463-73510 | 32,770.00 | 1,572,960.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 20,730 gallon capacity interior coiled Tank car | Manufacturer specifications No. D-2955 | 61 | NATX 73511-73571 | 33,887.00 | 2,067,107.00 | Texarkana, Texas |

| <u>Builder</u> | <u>Type and AAR Mechanical Designation</u> | <u>Builder's Specifications</u> | <u>Quantity</u> | <u>Lessee's Serial Numbers (Both Inclusive)</u> | <u>Unit Base Price</u> | <u>Total Base Price</u> | <u>Estimated Place of Delivery</u> |
|--|---|--|----------------------------|--|---|--|--|
| North American Car Corporation | Class 111A100W1, 100 Ton, 20,000 gallon capacity Tank car | Manufacturer specifications No. D-2949 | 10 | NATX 75534-75543 | 30,432.00 | 304,320.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 20,000 gallon capacity Tank car | Manufacturer specifications No. D-2949 | 1 | NATX 75547 | 30,381.00 | 30,381.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 24,000 gallon capacity exterior coiled and insulated Tank car | Manufacturer specifications No. D-2977 | 5 | NATX 76658-76662 | 39,600.00 | 198,000.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 24,000 gallon capacity interior coiled Tank car | Manufacturer specifications No. D-2844 | 30 | NATX 78421-78450 | 33,367.00 | 1,001,010.00 | Texarkana, Texas |
| North American Car Corporation | Class 111A100W1, 100 Ton, 24,000 gallon capacity Tank car | Manufacturer specifications No. D-2918 | 24 | NATX 81064-81087 | 31,047.00 | 745,128.00 | Texarkana, Texas |
| North American Car Corporation | Class LO, 100 Ton 3,000 cubic foot capacity P.D. Hopper cars | Manufacturers specifications D-3189 dated July 22, 1974 | 1 | NAHX 93217 | 36,083.00 | 36,083.00 | Texarkana, Texas |
| Pullman Incorporated (Pullman Standard Division) | Class LO, 100 Ton 4,750 cubic foot capacity covered Hopper cars | Manufacturers specifications No. 3110 dated October 4, 1972 as revised | 36 25 17 13 50 | NAHX 477914-477949 NAHX 478243-478267 NAHX 478351-478367 NAHX 478387-478399 NAHX 478700-478749 | 26,093.38 25,848.05 25,848.05 25,848.05 25,848.05 | 939,361.68 646,201.25 439,416.85 336,024.65 1,292,402.50 | Butler, Pennsylvania |
| Thrall Car Manufacturing Company | Class FB 100 Ton, 56'8 1/2" bulkhead Flat cars | Manufacturer specification No. MC-100-56-121-B | 100 | NAFX 11125-11224 | 35,507.01 | 3,550,701.00 | East Chicago, Indiana |
| Totals | | | <u>475 Cars</u> | | | <u>\$14,999,999.93</u> | |